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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

KOLAR DISTRICT.

Notification, dated 3rd November 1931.

It is hereby notified for general information that the exclusive right of collecting the Minor Forest Produce on all Government unoccupied lands, Amrut Mahal Kavals, State Forest, Reserved lands and plantations in the taluks noted below will be sold by public auction by the Deputy Commissioner, Kolar or other officer deputed by him with the District Forest Officer, Kolar District.

For further particulars, please see notification dated 29th April 1930, published in Part VI of the *Mysore Gazette*, dated 22nd May 1930.

Name of Taluk	Name of produce	Place of sale	Date of sale	Remarks
Goribidnur Taluk Bowringpet do Mulbagal do	Tamarind and maradi All minor produce excepting sethapal. All minor produce excepting sethapal.	District Forest Office.	28th November 1931 at 2 P.M.	The original lessee of Mulbagal Taluk have become a defaulter.

M. A. VARADACHAR,
District Forest Officer.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the Officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities full value thereof will be accepted, if tendered on the spot, and the payment of deposit in such cases will not be insisted.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case are subject to the confirmation of the Conservator and in other cases, to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay the full amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice shall be issued to the defaulter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. If the amount is not fully paid for by the purchaser on the sale date, the inital deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser.

8. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the Depot.

9. Timber purchased shall be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

10. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

11. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

12. Interest will be charged at 9 per cent on all belated payments (from the date of their falling due up to the date of payment).

Notification dated 6th November 1931.

The undermentioned quantities of timber will be sold by the District Forest Officer, Mysore District, or any other officer authorised by the District Forest Officer, at 2 P.M., on

the date noted against each Depot under the following conditions :—

Name of depot	Date of sale	Teak	Matti	Honne	Bete	Other kinds	Remarks
Mysore Wood-yard	26th November 1931.	C.ft. 3,000	C.ft. 2,000	C.ft. 3,500	C.ft. 2,500	C.ft. 200	More or less

Teak sawn scantlings 200 C.ft.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities full value thereof will be accepted, if tendered on the spot and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale, can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case are subject to the confirmation of the Chief Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, will be open to the District Forest Officer to fix such price as may appear to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued, to the defaulter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him which will be recovered as arrears of Land Revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale whichever is later. In case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th May 1932. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the date fixed above the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale; on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged at 9 per cent on all belated payments (from the date of their falling due up to the date of payment).

Resale Notification, dated the 13th November 1931.

It is hereby notified for general information that the exclusive right of collecting the Minor Forest Produce, on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, Reserved Lands and Plantations of the undermentioned taluks from the date of confirmation of sale to 30th June 1932 will be resold by public auction at 2 P.M., on the 5th December 1931, by the Deputy Commissioner, Mysore District assisted by the District Forest Officer in the District Forest Office, Mysore, at the the risk of the original purchasers, subject to the conditions specified in the detailed notification, dated 29th April 1930, published on pages 559 to 563, Part VI of the *Mysore Gazette*, dated 22nd May 1930, since the original purchasers have failed to pay the first instalment of the 3rd khist of the said lease due on 1st November 1931.

1. Nanjangud
2. Gundlupet
3. Chamrajnagar
4. Heggaddevankote
5. Hunsur and Periyapatna Sub-Taluk
6. Krishnarajpete
7. Nagamangala
8. Seringapatam

Resale Notification dated 13th November 1931.

It is hereby notified for general information that the exclusive right of collecting Tangadi and Kakke barks on all Government unoccupied lands and State Forests, from the date of confirmation of sale to 30th June 1933, in the undermentioned taluks will be resold by public auction by the Deputy Commissioner, Mysore District, assisted by the District Forest Officer, Mysore District, at the risk of the original purchasers, as they have failed to pay up the 1st instalment of the Tangadi leaves for 1931-33 due on the 1st October 1931 :—

Taluk	Date of sale	Place
1 Krishnarajapete 2 Mandya 3 Seringapatam	5th December 1931 at 2 P.M.	District Forest Office, Mysore.

For further particulars, please see pages 358 to 360, Part VI of the *Mysore Gazette*, dated the 2nd May 1929.

H. S. NARAYANA RAO,
District Forest Officer.

HASSAN DISTRICT.

Notification dated 12th November 1931.

Tenders are invited for the purchase of the exclusive right of collecting Thangadi (Avaram) bark (Cassia auriculata) and Kakke (Cassia fistula) barks on all Government unoccupied lands and State Forests from the date of confirmation to 30th June 1933, in the undermentioned Taluks of the Hassan District so as to reach the District Forest Officer, Hassan District, not later than 12 noon on the 1st December 1931.

N.B.—Tenders may be given Talukwar.

Taluks.

1. Arsikere
2. Belur
3. Holenarsipur

Remarks.—Includes produce on all Government Unoccupied Lands, Amrut Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandyam and other lands which are in the occupancy of private individuals.

N.B.—Removal of Kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. Each tender should be superscribed "Tender for the purchase of Tangadi and Kakke Barks" and should be accompanied by a deposit of Rs. 200 in currency notes which will be returned in the case of unsuccessful tenderers. Each tenderer should produce a solvency certificate from the Amildar of the Taluk in which he resides in regard to his solvency.

3. Tenders from defaulters on account of previous leases will not be accepted.

4. The highest tenderer shall ordinarily be the purchaser.

5. The District Forest Officer reserves to himself the right to accept or reject the highest or any other tender without assigning any reason therefor.

6. The names of accepted tenderers will be put up on the Notice Board of the Office of the District Forest Officer, Hassan, and this must be accepted as sufficient intimation of the fact.

7. Within three days of the acceptance of tender, the purchaser shall credit into the Government Treasury, one-quarter of the total sale amount including the deposit of Rs. 200, together with local, railway and other cesses; *on the full lease amount* at the rates prevailing in the District. In default, the deposit already made will be forfeited and the right resold either by auction sale, or inviting tenders. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accuring therefrom. Such losses shall be recoverable as an arrear of land revenue.

8. Within three days of the notice of acceptance of the tender, the successful tenderer shall execute an agreement at one for each unit with one or more sureties to the satisfaction of the District Forest Officer, Hassan District on a stamped paper of the value of ten annas procured at his own cost, and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for each unit, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled, all the moneys already paid forfeited to Government and the right resold either by auction sale or inviting tenders, at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation. After executing the agreement and furnishing the security, the successful tenderer shall before entering on the collection of the bark, obtain from the District Forest Officer a permit in the prescribed form authorising him to commence the bark collection.

N.B.—(*i*) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(*ii*) A sample form of the agreement may be seen at any of the District Forest Offices.

9. The balance of the sale amount shall be paid in six equal instalments at intervals of four months as follows:—

1st instalment	on or before		1st January 1932.
2nd	do	do	1st April 1932.
3rd	do	on the	1st July 1932.
4th	do	do	1st October 1932.
5th	do	do	1st January 1933.
6th	do	do	1st April 1933.

10. In default to pay the instalments on the due dates, his contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation, or any other law for the time being in force. Interest at 9 per cent per annum will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

11. No concession of any kind will be shown to the contractor for loss on any account.

Further conditions to be entered in the agreement are:—

(*a*) The lessee shall hold himself, responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the bark.